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ABSTRACT

This booklet contains clauses taken from actual agreements negotiated by school districts with their employee organizations. The clauses, grouped by subject and chosen for their importance in collective bargaining, illustrate contractual language which should be avoided by school board negotiators. Topics include cash payments upon retirement, class size, collective bargaining procedures, discrimination, dues deduction, employee organization participation in school board duties, employee organization use of school property, extra duties for school board, grievance procedure, maternity clauses, probation and tenure, restricting school district operations, sick leave, and staffing. Under each subject an authority discusses the undesirability of the clauses. (Author/DN)

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NEGOTIATIONS PROPOSALS TO AVOID

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NEW YORK STATE SCHOOL BOARDS ASSOCIATION, INC.
111 Washington Avenue, Albany, New York 12210

Foreword

These clauses are taken from actual agreements negotiated by school districts with their employee organizations. They illustrate contractual language which should be avoided by school board negotiators. The clauses are grouped by subjects and were chosen for their importance in collective bargaining.

We have used the Taylor Law, Public Employment Relations Board rulings, court decisions, and Comptroller's Opinions as authority for the undesirability of the clauses which are noted under each subject.

Write or call us if you want a further explanation as to the reasons why a clause should be excluded from a negotiated agreement.

Remember — all language in an agreement is important!

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NEGOTIATION PROPOSALS TO AVOID. Price $3 per copy. Address communications and make checks payable to NYSSBA, Inc., 111 Washington Avenue, Albany, New York 12210.

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Cash Payments Upon Retirement

1. "Upon retirement from this system, any teacher who has served the district for 15 years or more, will receive $1,000 additional pay during his final year of service."

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Note: See 23 Op. State Compt. 291, 1967, which prohibits bonus payments to an employee in the final year of service because: 1) it is an unconstitutional gift of public money prohibited by Article VIII, section 1 of the New York State Constitution; 2) it is beyond the specific statutory authority of a board of education; 3) it is an unreasonable and arbitrary salary increase violative of equal protection of the laws guarantee of the New York State and Federal Constitutions.

Class Size

1. "The desirable goal for class size is a maximum of 25 students per class."

2. "(a) Academic classes shall not exceed the following limits.

   (1) Kindergarten

   25 pupils per teacher for each one-half day session

   (2) Elementary

   33 pupils per teacher

   (3) Secondary

   33 pupils per teacher

   "(b) An acceptable reason for exceeding the class size objective may be any of the following.

   (1) There is no space available to permit scheduling of any additional class or classes in order to reduce size.

   (2) Conformity to the class size objective would result in placing classes on short time schedule or result in combination classes.

   (3) A class larger than the specified maximum is necessary to provide for specialized or experimental instruction.

   (4) Funds are not available to implement 1, 2, and 3 above under maximum class size."

3. "Class size shall not exceed the State mandated maximums except in an emergency and only after such a situation is discussed with the association representative for that building or area."

4. "Every effort will be made to see that class sizes in the elementary level (K-6) will be kept at an effective and efficient level."

5. "Central school administrative officials and the membership of the board of education have always been cognizant of the need for classes which do not exceed 26 in number of students; therefore, in order to make it possible for those students who are in school to have the greatest advantage for learning and the most effective conditions in reference to facilities and teacher-pupil ratio, these administrators and board members agree with the association that no more than 25 students in primary grades and no more than 26 students in grades 4-12 in each class is an admirable qualification to attain."

6. "The number of guidance counselors presently employed by the district shall not be reduced.

"The number of teachers presently employed by the district shall not be reduced.

"The number of physical education teachers presently employed in Kindergarten through grade 6 shall not be reduced."

7. "The District Principal will recommend no reduction of current staffing during the 1972-73 school year. If there is a reduction of staff, it will be accomplished through attrition, whenever possible."

8. "No professional staff positions will be dropped for the 1972-73 school year after collective bargaining negotiations for the 1972-73 contract year are concluded and the amount of state aid is definitely known and the budget for the District for the 1972-73 year is finally adopted."

Note: A decision of the Public Employment Relations Board has established that class size is not a mandatory subject of collective bargaining.

Lloyd Herdle, et al., constituting the West Irondequoit Board of Education, and West Irondequoit Teachers Association. 4 PERB 4606

Collective Bargaining Procedures

1. "Additional meetings shall be held as the negotiating teams may require to reach an agreement on the issue(s) or until an impasse is reached. Meetings shall not exceed two and one half (2 1/2) hours unless an extension is mutually agreed upon and shall be held at a time other than while school is in session."

2. "The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them. Such consultants may not directly address the members of the opposite negotiating team unless mutually agreed upon by both parties."

3. "The association and the board agree that either party may, at its discretion and with prior notification, bring into negotiations any outside advisors. Prior notification shall mean a written communication to the chairman of the group to be informed. This communication must be received at least 72 hours before the negotiating session at which the advisor will be present. Expense of such consultants will be borne by the party requesting them."

4. "The association reserves the right to change, modify, amend or withdraw any or all proposals during negotiations."

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5. "It shall be deemed unethical for any faculty member or members and any board member or members to hold private conversations or meetings to discuss negotiable items for the purpose of gaining information which may have an effect on the outcome of negotiations.

   "It shall be deemed unethical for the parties to this agreement to hold private conversations or meetings to gain information which may be detrimental to members of the school board or to the employees of the central school."

6. "Teacher negotiators shall be released at reasonable times from school duties without loss of salary or sick leave when negotiation meetings are scheduled during the school day."

7. "During negotiation, the board and the association will present relevant data, exchange points of view, and make proposals and counterproposals. The board will make available to the association for inspection all that is public record, data and information of the school system upon request."

8. "All past terms and conditions of employment in effect on June 30, 1971, that have been officially sanctioned and covered by board procedure for any or all employees covered by this agreement that are of a beneficial nature to the employee shall remain in force and effect, whether specifically covered herein or not."

9. "This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. Before the Board adopts a

change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has now been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice."

Note: Avoid these proposals since some are unnecessary and others would prevent both parties from conducting effective negotiations.

Discrimination

1. "All male teachers who have asked to be excused from jury duty and who have been refused shall be paid full pay with no loss of time and shall return all jury pay to the Board, provided they report at school when not required to be in court."

Note: Both federal and state law prohibit discrimination among employees on the basis of age, race, color, religion, sex, or national origin.

The federal government's prohibitions are found in 42 U.S. Code, section 2,000 e-2.(a), and 29 U.S. Code section 623 (a).

Dues Deduction

1. "The board agrees to deduct from the salaries of its employees dues for the Teachers Association, the county teachers association, the New York State Teachers Association, the National Education Association, or any one or combination of such associations as said teachers individually and voluntarily authorize the board to deduct, and to transmit the monies promptly to such association or associations."

Note: Section 208.1 (b) of the Taylor Law entitles the certified or recognized employee organization to receive membership dues deductions. School boards should send only one dues check to the local bargaining representative, since he is the only one entitled to receive payment. School boards should not divide the deduction between local, state, and national organizations. This will save time and money.

Employee Organization Participation in School Board Duties

1. "The association shall have the responsibility to participate in policy and budget determination and toward this end, a member of the association, designated by the executive committee of the association, shall attend meetings and join with the board in presenting such joint positions at public hearings or elsewhere as may be necessary."

2. "The board of education agrees not to enter into an agreement for performance contracting."

3. "Teachers will cooperate in developing policies wth regard to loss of pay for unauthorized absence, lateness, or special leave."

4. "While the board is in the process of developing a proposed school budget, it will give the executive committee of the association the opportunity to meet with either the board or representatives selected by the board to discuss the budget which is being developed."

5. "This agreement constitutes Board policy, and the Board will carry out the commitments contained herein and give them full force and effect as Board policy. The Board will amend its personnel policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement."

Note: School boards are entrusted with specific powers and duties which may be exercised only by the school board, and are not delegable to any other group or individual. See Education Law, section 1709, for powers and duties of boards of education of union free, common, central, and central high school districts; section 1958 for the powers and duties of boards of cooperative educational services. Also, see Education Law, sections 2503 and 2554 for powers and duties of small and large cities boards of education, respectively.

Employee Organization Use of School Property

1. "Upon prior arrangement with the building principal, the association shall have the right to use school facilities at reasonable times and when not in conflict with school use and otherwise available. The association shall purchase materials incidental to such use. Subject to availability, and the same conditions as above, the association shall also have the use, without cost, of a room in the building where the incumbent president teaches, and the association may install a phone in such room at its own expense."

2. "Within reason, the association may use the district mail service and teacher mail boxes for communications to teachers, Mail is to be distributed by building representatives. Upon prior arrangement with the building principal, announcements of meetings may be listed in school activity bulletins, and, within reason, the public address system may be used for announcing the date, time, and place of meetings."

3. "The association will be allowed to use the mimeograph, ditto, photocopying and printing equipment of the school district without charge, except for supplies. The use of this equipment will not interfere with normal school use and is not applicable to metered machines."

4. "Members of the Association will have access to the school buildings at times other than their regularly assigned working hours under the following conditions. Each September, at his written request, the Board will provide the Association President with three (3) keys to one (1) exterior door of each main classroom building; on or before June 30, each year, the Association President will return all six (6) keys to the District Office.

   "Members of the Association wishing to enter the building at times when they are normally closed may obtain keys from the Association President or his delegated representatives. That access to buildings will be limited to its faculty members only."

Note: Clauses which allow employee organizations to use school property are usually illegal under Article VIII, section 1 of the New York State Constitution, which bars gifts of public money or property to private parties. The specific property mentioned in these clauses is not exclusive. For example, the employees may ask to use, at school district expense, telephones; food storage and preparation facilities in a school cafeteria; recreational facilities and equipment, such as a gymnasium; and classrooms for association meetings. See also section 414 of the Education Law which lists the specific purposes for which school property may be used. School boards should not grant demands by employees for use of school property unless the demand is included within section 414.

Extra Duties for School Board

1. "The district agrees to furnish to the association simultaneously with its release to the general public all such information that the district intends to make public concerning the financial and budgetary matters of the district. It further agrees to furnish additional information and data . . . once each year, on or about March 15. It is specifically understood and agreed that the district is not required to furnish the association with statistical or other data not developed in the usual course of the district's operation, nor to make studies or evaluations of data or personnel at the request of the association."

2. "The district agrees to transmit the agenda for each regular meeting of the board to the association as soon as the same is available, and to transmit three copies of the approved minutes of all board meetings to the association on the day following their formal approval."

3. "The president of the association, or his duly appointed representative, shall be given reasonable time on the agenda of the regular meeting for the orientation of teachers, for greetings, introduction of association officers, and brief announcements of meeting times and places."

4. "As soon as completed, the tentative line budget to be submitted for voter approval of the school district shall be made available to the teachers association in written form and any other pertinent material bearing upon this budget shall be made available in like manner."

5. "If the Calendar Committee fails to reach agreement on the calendar or the board of education fails to adopt the committee's recommendation, the issue of the calendar shall become part of the regular negotiation process between the board of education and the teachers association."

6. "Five (5) copies of Board Meeting agendas will be made available to any officer of the Association at the close of school on the day of the Board meeting."

Note: The specific powers and duties required of school boards may not be changed by the negotiated agreement. See Education Law, section 1709, for powers and duties of boards of education of union free, common, central, and central high school districts; section 1958 for the powers and duties of boards of cooperative educational services. Also, see Education Law, sections 2503 and 2554 for powers and duties of small and large cities boards of education, respectively.

Grievance Procedure

Definitions

1. "A grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rules, bylaws, regulations, directions, orders, work rules, procedures, practices or customs of the board of education and administration."

2. "A grievance shall be defined as an alleged violation or misinterpretation of an item of this agreement—or related policies or regulations."

3. "Grievance as used in this agreement is limited to a complaint or request of an employee which involves the interpretation or application of, or compliance with, the provisions of this agreement. Other grievances may be pursued under board of education policy as required by Article 16 of the General Municipal Law including defined procedures therein."

4. "A 'grievance' is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers as related to the interpretation, meaning, or application of any of the provisions of this agreement."

Procedure

1. "If a grievance affects a group of teachers and appears to be associated with district-wide policies, it may be submitted by the grievance committee directly at stage 2."

2. "If the aggrieved party is not satisfied with the disposition of the grievance at stage 1, he may present the grievance to the association grievance committee, who shall review the grievance and within five days make a judgment on the merits of the grievance.

   "If the association grievance committee approves the further processing of the grievance, the aggrieved party shall file an appeal of the grievance in writing, together with copies of the grievance and the answer of stage 1 with the district superintendent or his designee within 15 days after the answer at stage 1.

   "After such hearing, if the aggrieved party and his representative, if used, are not satisfied with the decision at stage 3, and the association determines that the grievance is meritorious and that appealing it is in the best interests of the district, it may submit the grievance to arbitration by written notice to the board within ten school days of the decision at stage 3."

3. "The organization shall have the right to represent the employees of the unit in each stage of the grievance procedure."

4. "Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the association, provided the adjustment is not inconsistent with the terms of this agreement and the association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings."

5. "If the teacher and/or association are not satisfied with the decision at step 4, and the association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the board of education within 15 days of the decision at step 4."

6. "Grievances <u>not</u> to be considered:

   a. compensation of teacher
   b. retirement benefits
   c. disciplinary proceedings
   d. anything covered by State law

   "Grievances to be considered:

   a. teacher, administration, board of education relationships
   b. violation of ethics
   c. alleged violation of the law
   d. violation of school board policy
   e. administration interpretation of policy
   f. administrative decisions
   g. any item regarding procedures in policy written or unwritten not covered by State law
   h. any item dealing with health or safety of anyone in the school system"

7. "The aggrieved employee must select the immediate supervisor who, in his opinion, can best resolve the grievance."

8. "A teacher having a grievance shall discuss it with his principal. He may do so directly or in the presence of his faculty representative with the objective of resolving the problem informally. The principal will confer with all parties in interest but, on arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party and/or his faculty representative present."

9. "Each member of the teachers association has the right to appeal to the negotiating committee of the association concerning any circumstances arising which would threaten or impede his job welfare, and that in turn the association team will have the right to discuss the problem with such authorized representative as shall be designated by the board."

10. "Within 90 days of the incident complained . . . the aggrieved party shall first discuss the matter with his supervisor either individually

or with the building representative, with the objective of solving the matter informally."

11. "The costs for the service of the mediators, including expenses if any, will be borne by the board of education."

12. "Teacher evaluations are subject to the grievance procedure."

13. "The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right to any teacher to pursue any other remedy available in any other forum."

14. "The contractual grievance procedure relates only to the terms and conditions of this Agreement. It is understood that nothing herein shall preclude a member of the professional staff from filing a grievance pursuant to the grievance procedure adopted by the Board of Education for all employees of the School District in accordance with Article 16 of the General Municipal Law.

"At all stages of the procedure hereunder, the aggrieved party shall have the right to proceed either alone or with a representative of his choosing. If the aggrieved party does not choose to have a representative of the Association represent him, the Association shall nonetheless be given a written copy of any decision at all stages hereunder, and in addition, the Association shall have the right to be present, regardless of the aggrieved party's desires, at all stages hereunder except the informal stage."

Note: Since many problems associated with administering grievance procedures arise from the definition of a grievance, the New York State School Boards Association recommends the following definition for inclusion in your agreement. "A grievance is the complaint by an employee of an alleged violation of any of the terms and conditions of an agreement between an employer and its employees."

Maternity Clauses

1. "Women teachers will be granted maternity leave upon written application which shall, as far as possible, be made at least six months before the expected birth of the child. Ordinarily, such leave will commence more than five months before such expected child and shall continue for a period not exceeding two years after the birth of the child or other termination of the pregnancy. Such leave may be extended by the board upon request."

2. "Maternity leave is not available for purposes of adoption."

Note: The State Human Rights Commission has ruled that pregnancy is a temporary physical disability and should interrupt employment only when it affects the ability to work. That is, pregnancy should be treated like any other physical ailment.

Cyla Allison, et al., v. Board of Education of Union Free School District Number 22; and William Kinzler, Superintendent of Schools. Case Nos. CS-21025-70; CS-20969-70; CS 20971-70; CS-20970-70, 6/29/61.

A school board should require a doctor's certificate before allowing a pregnant employee to continue work and before allowing an employee to return to work following delivery.

Probation and Tenure

1. "If a probationary teacher who is denied tenure requests the reasons for such denial, such reasons shall be given to him in writing within [illegible] for discussion.

   "A probationary teacher will be informed of the superintendent's recommendation as to whether he shall be granted tenure at least 60 days prior to the expiration of his probationary period and shall be informed of the final action of the school district on the granting of tenure at least 60 days prior to the expiration of his probationary period. If a probationary teacher has not received notification that the school district has denied him tenure within 60 days prior to the expiration of his probationary period, he shall be granted tenure by acquiescence; however, since all teachers must serve a full probationary period, notification that a person is being granted tenure does not alter the terms of the probationary period.

2. "At any time prior to but no later than February 1 the superintendent shall notify the chief school administrator if he proposes to recommend to the board of education concerning the employment of a probationary teacher in the employ of the school district.

3. "A probationary teacher will be informed of the superintendent's recommendation to the board as to whether or not he should be granted tenure by the end of the year he is to be considered for tenure. Final action on tenure will be taken at the April meeting of the board of education. If a probationary teacher has not been notified prior to April meeting that the board has denied him tenure by May 1, he shall be granted tenure automatically.

4. "Probationary teachers whose services are terminated prior to the end of May 1. A probationary teacher will not be dismissed after May 1 except as the result of unforeseen circumstances.

5. "A probationary teacher will be informed of the superintendent's recommendation of his reemployment or granting of tenure at least 60 days prior to the date when the superintendent is against granting him reemployment or tenure. In cases where the reemployment is not recommended the probationary teacher may request to have a conference with the superintendent and may have an association representative present if requested by the teacher.

6. "A probationary teacher will be informed of the superintendent's recommendation as to whether he shall be granted tenure by February 1 of his probationary period, and shall be informed of the final action of the school district on the granting or denial of his tenure by March 15 of his probationary period.

7. "The board hereby recognizes a professional obligation for the principal to discuss with dismissed probationary teachers, upon the teacher's request, reasons for the teacher's dismissal. The reasons for dismissal shall not be grievable under this contract.

8. "Insofar as possible, the district shall notify all probationary teachers prior to the Easter recess if it does not intend to employ them for the following year."

9. It is agreed that the probationary period for teachers is three years. If the Board permits [illegible] it is agreed that no teacher shall be dismissed without just and proper cause. In the event that employment is to be terminated the teacher shall be notified at least 45 days prior to termination and given the reason(s) for his dismissal.

10. In the event the Board is considering the dismissal of a teacher employee after five (5) years of service it will provide at least one written warning and will schedule a meeting among the immediate supervisor, the teacher, and his association representative, for the purpose of improving his performance in order to continue his employment.

The such employee shall be dismissed except for just cause.

Following the above conference, if the Board still determines that the employee shall be dismissed, it will give such employee a minimum of sixty (60) days written notice. The notice will specify the reasons for dismissal."

11. After the first year of employment by the District, notice of termination of employment shall be given to probationary professional staff members as soon as possible, but no later than April first. It is understood that the terminations referred to herein relate only to terminations for teaching ability.

12. Notice of dismissal shall be given as soon as possible, but terminations may be made up to and until such action becomes necessary for the ensuing year are completed and until the amount of State aid is definitely known and until the budget for the District for the ensuing year is finally adopted."

Note - Several New York courts and the United States Supreme Court have ruled that a probationary teacher has no vested rights to tenure, and may be dismissed without a hearing, and without giving any reason.

Matter of Butler v. Allen, 33 AD 2d 733

Matter of Frank v. Cassidy, 32 AD 2d 514

Matter of Kessler v. Towns, 175 Misc. 2d 406

Matter of Smith v. Board of Education of Union Free School District No. 7 of Town of Hempstead, 199 Misc. 2d 99, 1944 (Sup. Ct. Nassau Cty. 1951)

Board of Regents State Colleges, et al. v. Roth, USSC 71-162, 6/29/72

Chapter 164 of the Laws of 1972 have modified these decisions. A probationary employee who will not be recommended for tenure may request that a school board give the reasons for the dismissal, although the school board does not have to conduct a hearing to review the dismissal.

Restricting School District Operations

1. "Any individual arrangement, agreement or contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling."

Note: School district negotiators should avoid clauses in the agreement which impede school boards in the exercise of their powers and duties. See Education Law, section 1709, for powers and duties of boards of education of union free, common, central, and central high school districts; section 1958 for the powers and duties of boards of cooperative educational services. Also, see Education Law, sections 2503 and 2554 for powers and duties of small and large cities boards of education, respectively.

Sick Leave

1. "An employee, one year prior to retirement, upon making application of intent to retire to the board of education, will be granted $13 per day of accumulated applicable sick leave. The number of sick days applicable to terminal leave will be limited to one-half of the teacher's accumulated sick time, up to a maximum of 90 days."

2. "An adjustment of the salary of the final year of service of a teacher who is retiring under the provision of the New York State Teachers' Retirement System will be made."

3. "Each year the School District will establish a non-accumulable bank of one hundred fifty (150) sick days which will be available to the professional staff for extended illness. Any professional staff member who has used up his or her accumulated sick leave may apply to a special extended leave committee and request additional sick leave from the district wide bank. Each request will be judged individually and no extension of sick leave may go beyond the current school year in which it is granted. The Superintendent and the Teachers' Association agree to review their policy with respect to the bank periodically. All requests for help from the bank must be in writing, addressed to the President of the Teachers' Association with a copy to the Superintendent of the School District.

"Accumulated sick leave may be used by a professional staff member who finds it necessary to remain with a sick member of the immediate family or household so long as not more than 5 days of accumulated sick leave are used for that purpose in any school year.

"a. 'Immediate Family' means wife, husband, child, parent, brother or sister.

"b. 'Household' includes a person or persons who reside permanently with the staff member.

"c. The term 'sickness' includes pregnancy only in cases where the husband is needed at home or where in the absence of the husband, the mother-to-be is residing permanently with the staff member.

"Accumulated sick leave may also be used to attend funerals or to make arrangements after the death of a close relative including grandparents, uncles, aunts, in-laws, or others residing in the household who are not members of the immediate family so long as not more than 5 days of accumulated sick leave are used for that purpose in any school year."

Note: See Comptroller's Opinion 69-37, which prohibits cash payments for accumulated sick leave as a gift of public funds in violation of Article VIII, section 1 of the New York State Constitution.

Staffing

1. "In the high school all candidates for teaching positions will, before a position is offered, be interviewed when practicable by the building principal and the appropriate department chairman or, in his absence, by a teacher within the discipline area. In the elementary school all candidates for teaching positions will, before a position is offered, be interviewed when practicable by the building principal or in his absence by a teacher in a related discipline. Their recommendation will be considered in the appointment of the candidate."

2. "Once the Director of Summer School hires a teacher for summer school, that teacher shall be retained on the summer school payroll for that year in some professional capacity even if the position for which he or she was hired has been altered or eliminated."

Note: The Public Employment Relations Board has ruled that a school board has the sole authority to determine the size of the teaching staff and may, when necessary for economic reasons, decide to reduce the size of the teaching staff. Although that decision does not have to be negotiated with the teachers' bargaining representatives, the impact of that decision, such as lay-offs by seniority, must be negotiated.

In the Matter of City School District of the City of New Rochelle, and New Rochelle Federation of Teachers Local #280, AFT, AFL-CIO. 4 PERB 3704.

Miscellaneous Clauses

1. "Some procedures that should be avoided:

   (a) do not use favoritism
   (b) do not allow students to leave the room to go to the lockers or lavatories except in rare emergencies
   (c) do not use sarcasm"

2. "All actions of the board and the association shall be governed by the provisions of the Education Law of the State of New York and other applicable statutes of the State of New York, including the Rulings and Regulations of the Commissioner of Education."

3. "The Board of Education recognizes that Administrators are the top management team, answering to the Superintendent, charged with the responsibility of operating in accordance with Board policies and the Superintendent's directives which interpret such policies. Such responsibility is full time as is any such management position, and the Board recognizes its obligation to establish the environment in which appropriate authority is delegated to the administrative staff commensurate with such responsibility. Further, the Board of Education is cognizant of the need for close cooperation and communication with the Administrators via the office of the Superintendent, with a view toward developing and maintaining an efficient school system geared to the needs of the community."

4. "No individual or group other than the authorized representatives of the Teachers' Association shall engage in any negotiations with the Board of Education or its authorized representatives on their own behalf or on behalf of any teacher or group of teachers."

5. "The private and personal life of any teacher when not representing the school district is not within the purvue of the Board of Education. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no legal religious, or legal political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher."

6. "This is an agreement between the Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment."

7. "The Superintendent of Schools will involve the Teachers' Association in the development of the school calendar proposal he presents to the Board of Education. If the Board wishes to make substantive changes in the calendar that is presented to them, the Superintendent will request that the Board take no final action on the calendar until after the Superintendent has an opportunity to meet with the Teachers' Association calendar committee on the proposed changes. The calendar shall include parent-teacher conference days at the elementary level and Superintendent's conference days."

8. "A teacher is not required to accept a teacher aide unless he so desires."